

MEMORANDUM OF UNDERSTANDING
WASHINGTON RSA # 8 LIMITED PARTNERSHIP *d/b/a* INLAND CELLULAR
and NEZ PERCE TRIBE

This Memorandum of Understanding (hereinafter "Agreement") is between the Nez Perce Tribe ("Tribe") and Inland Cellular Telephone Company as general partner of and on behalf of Washington RSA #8 Limited Partnership, *d/b/a* Inland Cellular ("Inland Cellular"), a mobile communications provider. This Agreement is intended to outline a mutual understanding that will mutually benefit both the Tribe and Inland Cellular through establishing a process for cooperation between Inland Cellular and the Tribe to enhance the wireless communications across the Nez Perce Tribe's Reservation that is within the licensed service area of Inland Cellular.

RECITALS

WHEREAS, Inland Cellular owns, operates and maintains a Federal Communications Commission licensed mobile communications network; and

WHEREAS, the Tribe owns, operates and maintains a not-for-profit fixed wireless communications network; and

WHEREAS, the Tribe has need to expand its fixed wireless communications coverage within the boundaries of the Nez Perce Reservation and desires expansion of mobile communications within the boundaries of the Nez Perce Reservation; and

WHEREAS, Inland Cellular and the Tribe hereby mutually agree that it is desirable to collaborate in better utilizing the resources of all parties while providing additional communications capacity within the Nez Perce Reservation; therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do mutually understand as follows:

The Tribe:

The Tribe will pursue funding to continue to build-out its fixed wireless equipment ("infrastructure") which includes tower locations ("Sites") to unserved and underserved areas across the Nez Perce Reservation.

The Tribe shall maintain its existing and any newly constructed fixed wireless infrastructure.

The Tribe may resell Inland Cellular's mobile communications services and establish a retail outlet within the Nez Perce Reservation. The term "resell" in this context may mean either becoming an agent of Inland Cellular or becoming a non-facilities based reseller of mobile communications service. Either "resell" option will have a contract governing the respective details.

Inland Cellular

Inland Cellular will pursue funding to continue to build-out its mobile communications equipment ("infrastructure") which includes tower locations ("Sites") to unserved and underserved areas across the Nez Perce Reservation that are within the licensed service area of Inland Cellular.

Inland Cellular shall maintain its existing and any newly constructed mobile communications infrastructure.

The Tribe and Inland Cellular (singularly, Party; collectively, Parties):

In the pursuit of funding to continue the build-out of fixed wireless and mobile communications infrastructures across the Nez Perce Reservation, the Parties agree to mutually support each other's endeavors with third party financing. Such support shall be in the form of written encouragement to third parties and shall not bind or encumber the other Party monetarily; there shall be no monetary support involving third party financing which includes but is not limited to letters of credit, loaning, co-signing or mortgaging.

When funding is established by either Party, the Parties mutually agree to work together in determining mutually beneficial Sites for placement of fixed wireless and mobile infrastructures. If a Site is established by either Party that has not been agreed to being beneficial to the other Party, the other Party shall not be bound to co-locate infrastructure at that Site. Acknowledgement that a Site is mutually beneficial or not, must be in writing.

Ownership of any land that is purchased for a Site shall always be considered to be owned by the purchaser of record. The Parties shall each bear the cost (capital investment, installation, maintenance, etc.) of their respective infrastructure. Co-location of infrastructure benefits both Parties. Mutually agreed upon co-location rates will be applied to new Sites.

TERM

This Agreement term shall be five years. The Agreement will be reevaluated prior to additional five year increments unless either party gives notice of its intent to terminate the Agreement. The renewal evaluation shall consider all terms and conditions of the Agreement. The Agreement may only be modified by written agreement with updated signatures by both parties.

TERMINATION

This Agreement may be terminated only upon 90 days written notice by either party to the other, and then only because of a breach of the Agreement or because the recited purpose of the contract becomes inapplicable.

PARTIES

Both parties shall carry out their responsibilities under this Agreement as independent agencies and neither, by virtue of this Agreement, shall be regarded as an agent of the other.

NOTICES

Any notices under this Agreement shall be in writing and delivered in person or by public or private courier service (including the U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile or by email. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

For the Tribe:

Nez Perce Tribe Technology Services
120 Bever Grade
P.O. Box 365
Lapwai, ID 83540
Attn: Danae Wilson
Email: danaew@nezperce.org
Phone: 208-843-7307
Fax: 208-843-7309

For Inland Cellular:

Inland Cellular Telephone Company
103 South 2nd Street
P.O. Box 688
Roslyn, WA 98941
Attn: James K. Brooks
Email: jbrooks@inlandnet.com
Phone: 509-649-2500
Fax: 509-649-3300

SEVERABILITY

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

NEZ PERCE TRIBE:



Silas Whitman, Chairman

12-17-12
Date



Allen Slickpoo, Jr., Secretary

12-17-12
Date

INLAND CELLULAR TELEPHONE COMPANY:



James K. Brooks, Treasurer/Controller

12/19/2012
Date